

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION**

**JOHN SIWIECKI, Individually and on  
Behalf of All Others Similarly Situated,**

**Plaintiff,**

**v.**

**Case No. 21-cv-12826  
Hon. Sean F. Cox**

**MOBA AMERICAS, INC.,**

**Defendant.**

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**SANFORD LAW FIRM, PLLC**

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**JOINT MOTION TO APPROVE  
SETTLEMENT AND FOR ENTRY OF ORDER  
APPROVING SETTLEMENT AGREEMENT AND  
DISMISSING CASE WITH PREJUDICE**

The parties, including Plaintiff John Siwiecki (“Siwiecki”) and Defendant Moba Americas, Inc. (“Moba”), by and through their respective counsel, move this Honorable Court to approve the settlement of Siwiecki's Fair Labor Standards Act

("FLSA") claims and to enter an Order Approving Settlement Agreement and Dismissing Case with Prejudice. In support of their Joint Motion, the parties state the following:

1. The Complaint, alleging violations of the Fair Labor Standards Act, 29 USC §201, *et. seq.* ("FLSA") and claiming unpaid overtime, was filed by Siwiecki on December 3, 2021 as a "collective action" on behalf of himself and "all others similarly situated" under Section 16(b) of the FLSA.

2. Defendant Moba filed its Answer, denying violation of the FLSA and any other liability, on December 29, 2021.

3. While the case was filed as a collective action under Section 16(b) of FLSA, the parties did not identify any "others similarly situated" or members of the proposed FLSA collective, and Siwiecki did not amend to add additional parties or file a motion for certification of a collective and, thus, no others have "opted-in" to the case.

4. The parties have agreed to settle Siwiecki's individual claims, and dismiss this case with prejudice, on the terms set forth in the Settlement Agreement attached as Exhibit 1.

5. The parties do not seek to settle, release or affect the potential claims of a collective or any individuals other than Siwiecki.

6. The settlement of FLSA claims requires the approval of either the U.S. Department of Labor (in administrative actions) or the Court (in litigation). See 29 U.S.C. §216. Courts approve FLSA settlement agreements where the overall terms of the settlement are fair and reasonable. See, e.g., *Snook v. Valley Ob-Gyn Clinic, P.C.*, No. 14-CV-12302, 2015 WL 144400 at \*1 (E.D. Mich. Jan. 12, 2015) (citations omitted), attached as Exhibit 2. To determine the fairness of a settlement under the FLSA, Courts consider whether the agreement reflects a reasonable compromise of disputed issues.

7. Here, the parties dispute whether Siwiecki is non-exempt and entitled to overtime under the FLSA, and even if non-exempt, dispute the calculation of Siwiecki's alleged overtime hours and damages. The parties have aggressively negotiated this case in an adversarial context, in which both parties were represented by competent and experienced counsel, and have been able to evaluate the strengths and weaknesses of their claims and defenses while having access to the evidence that had a bearing on Siwiecki's best and worst-case scenarios regarding potential overtime pay liability.

8. The parties' settlement includes a component of attorneys' fees and costs. This amount was reached separately and only after the parties reached a settlement as to Siwiecki's damages. Accordingly, the fees and costs did not affect the amount Siwiecki is receiving in settlement.

9. To the extent that the Court wishes to review the agreed fees and costs for their reasonableness, Siwiecki's counsel is receiving just 63% of the amount billed to this case. Especially given the substantial consideration afforded to Siwiecki under the terms of the parties' agreement, Siwiecki avers that this amount is reasonable.

10. The parties agree that the Settlement Agreement and overall terms of settlement reflect a fair and reasonable compromise of issues actually in dispute.

WHEREFORE, for the reasons stated above, the parties respectfully request that the Court approve the settlement and enter the attached Order Approving Settlement Agreement and Dismissing Case with Prejudice (Exhibit 3).

**SANFORD LAW FIRM, PLLC**

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**By: /s/ Samuel Brown (per consent)**

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**Dated: May 4, 2022**

**By: /s/ David A. Lawrence**

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**BRIEF IN SUPPORT OF JOINT MOTION TO APPROVE  
SETTLEMENT AND FOR ENTRY OF ORDER  
APPROVING SETTLEMENT AGREEMENT AND  
DISMISSING CASE WITH PREJUDICE**

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**STATEMENT OF ISSUE PRESENTED**

Should the Court approve the Settlement Agreement and enter an Order Approving Settlement Agreement and Dismissing Case with Prejudice?

Plaintiff's Answer: Yes

Defendant's Answer: Yes



**BRIEF IN SUPPORT OF JOINT MOTION**

In support of the Joint Motion to Approve Settlement and for Entry of Order Approving Settlement Agreement and Dismissing Case with Prejudice, the parties rely upon the Fair Labor Standards Act, 29 USC §201, *et. seq.* and *Snook v. Valley Ob-Gyn Clinic, P.C.*, No. 14-CV-12302, 2015 WL 144400 at \*1 (E.D. Mich. Jan. 12, 2015) (attached as Exhibit 2).

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**Dated: May 4, 2022**

**CERTIFICATE OF SERVICE**

I hereby certify that on May 4, 2022, I electronically filed the foregoing paper with the Clerk of the Court using the ECF system which will send notification of such filing to the following: Josh Sanford, and I hereby certify that

I have mailed by United States Postal Service the paper to the following non-ECF participants: none.

**/s/ David A. Lawrence**

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